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CBIZ INSURANCE SERVICES, INC
3300 N A ST STE 1100 BLDG
1-100
MIDLAND, TX 79705-5471

POLICYWRITING INDEX

ACCOUNT NUMBER	POLICY NUMBER	PREVIOUS POLICY NUMBER	EFFECTIVE DATE - EXPIRATION DATE
8307693468	WC 9296630-00	NEW	07-01-2013 07-01-2014

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U-GU-874-ACW	ADL 06-11 DISCLOSURE STATEMENT
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COMMERCIAL INSURANCE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY – INFORMATION PAGE

Servicing Office:

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANYSCHAUMBURG
1400 AMERICAN LANE
SCHAUMBURG, IL 60196

1. Policy Number WC 9296630-00
 Named Insured and Mailing Address
 MESA SOUTHERN CWS ACQUISITION, LP
 DBA MESA SOUTHERN WELL SERVICING LP
 1437 E ST
 JOURDANTON TX 78026

Renewal of Number NEW
 Producer and Mailing Address
 CBIZ INSURANCE SERVICES, INC
 3300 N A ST STE 1100 BLDG
 1-100
 MIDLAND TX 79705-5471

Producer Code 14314-000

Other workplaces not shown above:

FEIN: 45-2659226

NCCI Company No. 10863 New Renewal Rewrite of Prior Policy No.

This information page, with policy provisions and endorsements, if any, completes this policy.

Insured is: LIMITED PARTNERSHIP

2. Policy Period: From: 07-01-2013 to 07-01-2014 at 12:01 A. M. Standard Time at insured's mailing address.

Insured's Identification number(s):

421250421

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: TX

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are: Bodily Injury by Accident: 1,000,000 each accident
 Bodily Injury by Disease: 1,000,000 policy limit
 Bodily Injury by Disease: 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

See Endorsement

D. This Policy includes these endorsements and schedules:

See Schedule of Forms and Endorsements.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the following Classification Schedule is subject to verification and change by audit.

See Classification Schedule

TOTAL ESTIMATED STANDARD PREMIUM	\$	If indicated below, adjustments of premium shall be made: <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> This is a Three Year Fixed Rate Policy <input type="checkbox"/> Quarterly
PREMIUM DISCOUNT	\$	
EXPENSE CONSTANT	\$	
PREMIUM FOR ENDORSEMENT	\$	
TAXES AND SURCHARGES	\$	
TOTAL ESTIMATED ANNUAL PREMIUM	\$	
MINIMUM PREMIUM	\$	
DEPOSIT PREMIUM	\$	

Agent or Producer

Countersigned by Resident Licensed Agent

Date

WC 00 00 01A

U WC-D-314-A (07-94)
Page 1 of 1

MSWS.001172

**FOREIGN VOLUNTARY COMPENSATION AND
EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**
WC 99 03 02

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. Endorsement No. Premium \$

of the (NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

SCHEDULE

**1. Name(s) of
Employees**

REFER TO PAGE 2, SECTION 1
EMPLOYEE COVERED.

**State or Country
of Operations**

ALL LOCATIONS OUTSIDE THE
UNITED STATES, ITS TERRITORIES
AND POSSESSIONS (EXCLUDING ANY
COUNTRY OR JURISDICTION WHICH
IS SUBJECT TO TRADE OR OTHER
ECONOMIC SANCTION OR EMBARGO
BY THE UNITED STATES).

**Designated Workers
Compensation Law**

THE EMPLOYEE'S
STATE OF HIRE.

2. Limits of Liability for Repatriation Expense

\$	25,000	each employee
\$	25,000	each accident

3. Limits of Liability for Part Two – Employers Liability Insurance

\$ 1,000,000	Bodily Injury by accident each accident
\$ 1,000,000	Bodily Injury by disease each employee
\$ 1,000,000	Bodily Injury by disease policy limit

WC 99 03 02 (05 04)

Page 1 of 5

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This endorsement adds Foreign Voluntary Compensation Insurance to the policy.

Section 1. Employees Covered

- A. This coverage applies only to employees you hire within the limits of the United States of America while they are traveling to, or temporarily residing outside the United States of America, its territories or possessions or Canada.
- B. This insurance does not apply to any employees you hire outside the limits of the United States of America.
- C. This insurance does not apply to any employees who are employed to work at locations within the following country or countries:

ANY COUNTRY OR JURISDICTION WHICH IS SUBJECT TO TRADE OR OTHER ECONOMIC SANCTION OR EMBARGO BY THE UNITED STATES.

Section 2. How This Insurance Applies

This insurance applies only to bodily injury by accident or to bodily injury by disease as described below. Bodily injury includes resulting death. Bodily injury includes any endemic disease. Endemic diseases are those which are peculiar to a locality or region.

- A. An employee included in the group of employees described in Item 1. of the Schedule of this endorsement must sustain the bodily injury; and
- B. The bodily injury must arise out of and occur in the course of employment necessary or incidental to work in a state, country or subdivision of a country listed in Item 1. of the Schedule of this endorsement; and
- C. Bodily injury by accident must occur during the policy period; and
- D. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period.

Section 3. Exclusions

This insurance does not cover:

- A. Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation;
- B. Compensation or benefits imposed by any non occupational, disability benefits law, plan or any similar law or plan; and
- C. Bodily injury intentionally caused or aggravated by you.

Section 4. Voluntary Workers Compensation

This endorsement amends Section A. of PART ONE – WORKERS' COMPENSATION INSURANCE of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement.

We will pay those amounts to the persons who would be entitled to them under the workers compensation law designated in Item 1. of the Schedule of this endorsement. If this is not possible, we will reimburse you for amounts you would be required to pay under that law.

The following provisions apply to this insurance:

- A. In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and bodily injury had been subject to the workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6. of this endorsement.
- B. We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.
- C. Before we are required to make any payment or reimburse you, the persons entitled must:
 - (1) Release you and us in writing from all responsibility for the bodily injury or death;
 - (2) Transfer to us their right to recover from others who may be responsible for the bodily injury or death to the extent of our payment or reimbursement; and
 - (3) Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.
- If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section.
- D. Under this or any other policy we have issued to you, it is possible that the provisions of a workers compensation law, plan or any similar law or plan may hold you or us legally liable for any bodily injury or resulting death where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Section 5. Legal Liability Under Workers Compensation Law

- A. If benefits are payable under a workers compensation or occupational disease law of any state, country or subdivision of a country other than the United States of America, its territories or possessions or Canada, we will reimburse you up to but not in excess of the cost of benefits which would have been payable under the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.
- B. We will not be liable for any loss for which you have other valid and collectible insurance.
- C. We assume no obligation to defend any suit or proceeding against you outside of the United States of America, its territories or possessions or Canada.
- D. The coverage Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any state, country or subdivision of a country.

Section 6. Repatriation Expense

This section only applies to coverage provided for in Sections 4. and 5. of this endorsement.

Medical expenses payable under Sections 4. and 5. of this endorsement include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to employees. In the event an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers Liability

This endorsement amends Section B. of PART TWO – EMPLOYERS LIABILITY INSURANCE of the policy with respect to the coverage this endorsement provides as follows:

A. We Will Pay

We will pay, on your behalf, all sums which you become legally obligated to pay as damages because of bodily injury by accident or bodily injury by disease, including resulting death, sustained in any state or country or subdivision of a country other than the United States of America, its territories or possessions or Canada by any of your employees arising out of and in the course of employment by you. We will reimburse you for all reasonable expenses you incur, including attorneys' fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend any suit or any proceeding suit brought against you outside the United States of America, its territories or possessions or Canada.

B. The limit of our liability under PART TWO – EMPLOYERS LIABILITY INSURANCE will be in accordance with the following provisions:

The words "damages because of bodily injury by accident or disease, including resulting death" in PART TWO – EMPLOYERS LIABILITY INSURANCE include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by accident is the total limit of our liability for all damages because of bodily injury by accident including resulting death that one or more employees sustain.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by disease is the total limit of our liability for all damages because of bodily injury by disease including resulting death that one or more employees sustain in any one state, country or subdivision of a country outside the United States of America, its territories or possessions or Canada listed in Item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement for PART TWO – EMPLOYERS LIABILITY INSURANCE supersede and are not cumulative with any limit(s) of liability elsewhere in the policy.

Section 8. Premium

In addition to the provisions of PART FIVE – PREMIUM of the policy, the following provisions will apply to this endorsement:

- A. We will compute the premium for this coverage in accordance with PART FIVE of the policy, upon all remuneration paid to employees while traveling or temporarily residing outside the United States of America, its territories or possessions or Canada.
- B. We will determine the premium for this coverage on the basis of the workers compensation rules, classifications and rates in accordance with the manuals we use for the state workers compensation law designated in Item 1. of the Schedule of this endorsement.
- C. You must maintain payroll records for any employees covered by the provisions of this endorsement.

Section 9. Other Insurance

The following provision replaces Section E. of PART ONE – WORKERS' COMPENSATION INSURANCE and Section F. of PART TWO – EMPLOYERS LIABILITY INSURANCE of the policy with respect to the coverage this endorsement provides.

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance except with respect to insurance provided under Section 5 of this endorsement.. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.



ZURICH®

Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.



Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



Important Notice Texas Services

Zurich in North America is required by law to provide its policyholders with certain accident prevention services as required by the Texas Labor Code, §411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code §413.021. If you would like more information, call Zurich's loss control division at 1-800-982-5964, or visit <http://www.zurichna.com/riskengineering> for accident prevention services, or for return-to-work coordination services.

If you have any questions about this requirement, call the Division of Workers' Health and Safety, Texas Workers' Compensation Commission at 1-800-687-7080.

COMMERCIAL INSURANCE

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 9296630-00

ITEM 4. CLASSIFICATION OF OPERATIONS		PREMIUM BASIC		RATES
Entry in this item, except as specifically provided elsewhere in this policy, does not modify any of the other provisions of this policy.	Code No.	Total Estimated Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
MESA SOUTHERN CWS ACQUISITION, LP TEXAS				
OIL OR GAS LEASE WORK NOC-BY CONTACTOR A	6203			
OIL OR GAS WELL: SERVICING-EXECUTIVE	6206			
EXECUTIVE OFFICERS NOC	6216			
CONCRETE CONSTRUCTION: RECONDITIONING	8227			
SALESPERSONS, OUTSIDE	8742			
CLERICAL OFFICE EMPLOYEES NOC	8809			
CONTRACTOR'S PERMANENT YARD	8810			
	9812	EMPL. LIAB.		
	9898	EXP. MOD.		
	9889	SCH. MOD.		
	0063	PREMIUM DISCOUNT		
	9740	TERRORISM STATE-TOTAL		

COMMERCIAL INSURANCE

WORKERS COMPENSATION SUPPLEMENTAL INFORMATION PAGE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

NAMED INSURED

MESA SOUTHERN CWS ACQUISITION,

POLICY NUMBER

WC 9296630-00

Item 3.C. Other States:

ALL STATES EXCEPT THOSE IN ITEM 3.A., & MONOPOLISTIC STATES

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 B

(Ed. 7-11)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE**A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

WC 00 00 00 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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against such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health

Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WC 00 00 00 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-11)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 00 B

(Ed. 7-11)

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM**A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

WC 00 00 00 B

(Ed. 7-11)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 06 A

(Ed. 4-92)

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
TX	64

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Worker's Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 01 06 A

(Ed. 4-92)

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MSWS.001189

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 03 C

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND	OH	WA
WY		

**Workers Compensation and Employers Liability
Insurance Policy**



Schedule of Insureds and Locations

Branch	Policy Number	Producer Code
SCHAUMBURG, IL 60196	WC 9296630-00	14314-000

SCHEDULE OF INSUREDS AND LOCATIONS

MESA SOUTHERN CWS ACQUISITION, LP DBA MESA SOUTHERN WELL SERVICING LP
FEIN: 452659226, SIC Code: 1389
1437 E ST JOURDANTON TX 78026

Issue Date: 07-01-2013

WC 99 00 02 (Ed. 10-99)
Page 1 of 1

MSWS.001191

COMMERCIAL INSURANCE

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 9296630-00

Form Number & Edition Date	Form Name
COMMON POLICY FORMS AND ENDORSEMENTS	
U-GU-406-A	07-94 INSTALLMENT PREMIUM SCHEDULE
FORMS AND ENDORSEMENTS	
U-WC-D-314-A	07-94 WORKERS COMPENSATION INFORMATION PAGE
WC 99 03 02	05-04 FOREIGN VOLUNTARY COMPENSATION
U-WC-315-A	07-94 CLASSIFICATION SCHEDULE
U-WC-D-322-A	07-94 SUPPLEMENTAL INFORMATION PAGE
WC 00 00 00 B	07-11 INSURANCE POLICY
WC 00 01 06 A	04-92 LONGSHORE/HARBOR WORKERS' COMP COVG ENDT
WC 00 03 03 C	10-04 EMPLOYERS LIABILITY COV ENDT
WC 99 00 02	10-99 SCHEDULE OF INSUREDS AND LOCATIONS
U-WC-320-A	07-94 SCHEDULE OF FORMS AND ENDORSEMENTS
WC 00 03 11 A	08-91 VOLUNTARY COMPENSATION AND EMPLOYERS COV
WC 00 04 06	08-84 PREMIUM DISCOUNT ENDORSEMENT
WC 42 03 01 F	01-00 TX AMENDATORY ENDORSEMENT
WC 42 03 04 A	01-00 TX-WAIVER OF OUR RIGHT TO RECOVER
WC 42 04 07	03-02 TX AUDIT PREM AND RETRO PREM ENDT
WC990001A	04-10 WC AND EMPLOYERS LIABILITY IN WITNESS
WC 99 06 01	01-08 TX TERRORISM RISK INS PROGRAM REAUTH ACT
WC 99 06 02	01-08 TX TERRORISM PREMIUM ENDORSEMENT
WC 42 04 03 A	03-97 TX EXPERIENCE RATING MOD FACTOR ENDT
WC 00 03 01	01-94 TX ALTERNATE EMPLOYER ENDT
U-WC-402-A	05-03 MODIFICATION OF TIME FOR NOTICE OF CANCL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 11 A

(Ed. 8-91)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

WC 00 03 11 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-91)

Schedule

Employees	State of Employment	Designated Workers Compensation Law
ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW	ANY STATE SHOWN IN ITEM 3. A. OF THE INFORMATION PAGE (EXCLUDING WISCONSIN)	STATE WHERE THE INJURY TAKES PLACE

WC 00 03 11 A

(Ed. 8-91)

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MSWS.001194

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 06

(Ed. 8-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

Estimated Eligible Premium

	First	Next	Next	Balance
1. <u>State</u>				
TX				
2. Average percentage discount: _____ %				
3. Comb. Pol. No. Combined Prem.				
4. If there are no entries in Items 1,2 and 3, of the Schedule see the Premium Discount Endorsement attached to your policy number:				

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned By	

WC 00 04 06

(Ed. 8-84)



Privacy Notice

We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
What types of information do we collect?	<p>The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:</p> <ul style="list-style-type: none"> Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information; Information about your transactions with the Company and its affiliates; Information about your claims history; Data from insurance support organizations, government agencies, insurance information sharing bureaus; Property information and similar data about you or your property; and Information we receive from a consumer reporting agency, such as a credit report. <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
What do we do with the nonpublic personal information we collect?	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?
		[For residents of Vermont: Do you have the right to opt in to allow this sharing?]
For our everyday business purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	No
For our affiliates to market to you	Yes	No
For non-affiliates to market to you	No	We don't share

Collecting and safeguarding information

How often does the Company notify me about their practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
Why and how does the Company collect my nonpublic personal information?	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income. Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc. Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance. <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
What nonpublic personal information does the Company disclose?	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".
How does the Company safeguard my nonpublic personal information?	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, NORTH DAKOTA, OHIO OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:

If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases	TERMS YOU SHOULD KNOW
Definitions	
Everyday business purposes	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> Processing transactions, mailing and auditing services Administering insurance coverage, product, services or claims Providing information to credit bureaus Protecting against fraud Responding to court/governmental orders or subpoenas and legal investigations Responding to insurance regulatory authorities
Affiliates	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none"> <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i>
Non-affiliates	<p>Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.</p> <ul style="list-style-type: none"> <i>Company does not share information with non-affiliates to market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <i>Company does not jointly market.</i>

**Changes to this Privacy
Notice; contact us**

We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.

If you have any questions about your contract with us, you should contact your agent.

If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies:

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Assurance Company of America, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Northern Insurance Company of New York, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company"). This Privacy Notice applies to insurance products underwritten by or administered by the Company.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 01 F

TEXAS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

GENERAL SECTION

B. **Who Is Insured** is amended to read:

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured, but only in your capacity as an employer of the partnership's or joint venture's employees.

D. **State** is amended to read:

State means any state or territory of the United States of America, and the District of Columbia.

PART ONE-WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO-EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

PART FOUR-YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

WC 42 03 01 F

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART FIVE-PREMIUM

A. Our Manuals is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

C. Remuneration

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

E. Final Premium

Number 2 is amended to read:

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

PART SIX-CONDITIONS

A. Inspection is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

C. Transfer of Your Rights and Duties is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

D. Cancellation is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers' Compensation Commission.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 01 F

PART SEVEN-OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

ALL PERSONS OR ORGANIZATIONS

2. Operations:

ALL TEXAS OPERATIONS

3. Premium: **INCLUDED**

The premium charge for this endorsement shall be 0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCLUDED**

WC 42 03 04 A
(Ed. 1-00)

MSWS.001203

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 04 07

TEXAS - AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT

Section D. of Part Five of the policy is replaced by the following provision:

PART FIVE - PREMIUM

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

Workers Compensation and Employers Liability Insurance Policy



ZURICH AMERICAN INSURANCE COMPANY

A stock insurance company
A member company of Zurich North America

Administrative office:
Zurich Towers
1400 American Lane
Schaumburg, Illinois 60195-1056

Insured

MESA SOUTHERN CWS ACQUISITION, LP
DBA MESA SOUTHERN WELL SERVICING LP
1437 E ST
JOURDANTON TX 78026

Producer

CBIZ INSURANCE SERVICES, INC
3300 N A ST STE 1100 BLDG
1-100
MIDLAND TX 79705-5471

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

A handwritten signature in black ink that reads "Nancy D. Mueller".

President

A handwritten signature in black ink that reads "Dennis Koenig".

Secretary

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 01

(Ed. 1-08)

TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

“Program Year” refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

WC 99 06 01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-08)

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amounts shown in Item 4 of the Information Page or in the Schedules in the Texas Terrorism Premium Endorsement. (WC 99 06 02), attached to this policy.

WC 99 06 01

(Ed. 1-08)

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MSWS.001207

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 02

(Ed. 1-08)

TEXAS TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium for losses that may occur in the event of an act of terrorism.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

For purposes of this endorsement, an "act of terrorism" is defined as:

- a. Any act that is violent or dangerous to human life, property or infrastructure; and
- b. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

<u>State</u>	<u>Rate per \$100 of payroll</u>
TX	

WC 99 06 02

(Ed. 1-08)

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Page 1 of 1

MSWS.001208

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 04 03 A

TEXAS EXPERIENCE RATING MODIFIER ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modifier, if any, which was not available when the policy was issued. We will issue an endorsement to show the proper factor when it is calculated.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

WC 00 03 01

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer

AN ALTERNATE EMPLOYER WITH WHOM YOU HAVE A WRITTEN CONTRACT REQUIRING THIS POLICY TO APPLY AS IF THE ALTERNATE EMPLOYER IS AN INSURED.

Address

2. State of Special or Temporary Employment

TEXAS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By _____

WC 00 03 01

WC 112a (1-94)
Page 1 of 1

MSWS.001210



Modification of Time for Notice of Cancellation or Nonrenewal

This endorsement modifies the cancellation or nonrenewal provisions of the policy and any other endorsement to the policy stating the number of days notice to be provided by us in the event of cancellation or nonrenewal.

To the extent that the policy or other endorsement requires that we provide notice in the event of cancellation or nonrenewal, written notice will be given the insured no less than 60 days prior to the effective date of the cancellation or nonrenewal.

Nothing in this endorsement modifies the number of days notice to be provided in the event of nonpayment of premium.

Any of these provisions that conflict with a law that controls cancellation of the insurance in this policy is changed by this statement to comply with the law.



Important Notice/Aviso Importante

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America Customer Inquiry Center's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may also write to Zurich at:

Customer Inquiry Center
Zurich North America
1400 American Lane
Schaumburg, IL 60196

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Zurich North America para informacion o para someter una queja al:

1-800-382-2150

Usted tambien puede escribir a Zurich a:

Customer Inquiry Center
Zurich North America
1400 American Lane
Schaumburg, IL 60196

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



Dear Customer:

Zurich Services Corporation can make available to you accident prevention services, including surveys, recommendations, training programs, consultations, analysis of accident causes, industrial hygiene, industrial health services and return-to-work coordination services for your Texas locations at no additional charge.

If you would like additional information regarding these services, please contact us or visit our website. If you would like to request services, please complete the information on this form and mail it to the address listed below.

Zurich Services Corporation
Risk Engineering
1400 American Lane
Schaumburg, IL 60196-1056
(800) 982-5964
www.zurichservices.com

I request additional safety and health services

Company name

Contact name

Address

City

State

ZIP code

Telephone number

Policy number



Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

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